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## LOAN AND SECURITY AGREEMENTS AND DISCLOSURE STATEMENT

LOAN DATE 04/11/2022	LOAN NUMBER	ACCOUNT NUMBER	GROUP POLICY	GROUP POLICY NUMBER MATURITY DAT		
	BORROWER 1	eranance automorphism	BUR	ROWER 2	04/25/202	
NAME AND ADDRESS RENAE AGUILAR		NAME (AN	ID ADDRESS IF DIFFERENT FROM I			
3547 Itaska St						
Saint Louis	MO	63111-1429				
	TRUTH IN LENG	ING DISCLOSURE '	e' means an estimate			
ANNUAL PERCENTAG	E RATE FINANCE CHARGE	Amount Financed	<b>Total of Payments</b>	<b>Total Sale Price</b>		
The cost of your credit as a	credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your p	urchase on credit is	
7.250% <b>%</b> e	\$ \$1,625.56	e \$ \$10,075.00 e	\$ \$12,304.11 e	which includes your downpayment of S		
Your Payment Schedul Number of Payments		Vhen Payments Are Du	Prepayment: If you pay a penalty.	pay off early you	will not have to	
47 <b>\$</b>		ginning 05/25/2022 to		Required Deposit: The Annual Percentage Rate does not take into account your required deposit, if any.		
1 \$	\$256.13	04/25/2026	Assumption: Sor	meone buying your	mobile home	
want that is acceptable	ou may obtain property insu to the credit union. If you ge	ou cannot assume	Assumption: Someone buying your mobile home cannot assume the remainder of the loan on the original terms.			
you will pay \$			Demand: This obl	igation has a deman	d feature.	
Late Charge:	for a lake			osures are based on of one year.	an assumed	
for 15 days or more	for a late payment on each in an amount not to exceed	5% of the payment	Fig. F		m12	
	ever is greater, not to ex 00 or less, the late charg		Filing Fees	Non-Filing Insurance \$	ce	
Security: Collateral se shares and dividends a	curing other loans with the c nd, if any, your deposits and	redit union may also sonterest in the credit un	ecure this loan. You and lion; and the property de	e giving a security escribed below:	interest in your	
Collateral		ar I.D. Number	Type	Value	Key Number	
2013 DODGE DART	DODGE DART	2013 1C3CDFWA7DD342722		\$ 9.350.00 \$ \$		
Other (Describe) Pledge of Shares \$	in Account N	о.	\$	in Account No.		
See your contract docu scheduled date.	uments for any additional infor	rnation about nonpaym	nent, default, and any re	equired repayment in	full before the	
		SIGNATURES		1. / Tuston 1. jos		
By signing as Borrow	er, you agree to the terms	of the Lean Agreem	ent If property is de	scribed in the "S	ecurity" section	
of the Truth in Lend Property" you agree agreement before you any time without pen	ing Disclosure, you also a only to the terms of th read it. 2. You are entitle	gree to the terms of e Security Agreement of this ed to a copy of this	f the Security Agree ent. NOTICE TO CO agreement. 3. You n	ment. If you sign NSUMER: 1. Do nay prepay the ur	n as "Owner of not sign this paid balance at	

X

BORROWER 2

X to Dicco

DATE

(SEAL)

(SEAL)

Exhibit A

(SEAL)

(SEAL)

DATE

DATE

OTHER BORROWER OWNER OF PROPERTY WITNESS

BORROWER 1

Case 23-43362 Doc 6-1 Filed 09/22/23 Entered 09/22/23 16:08:20 Exhibit

2 of 6 Loan No.

Credit Union Electro Savings Credit Union Borrower(s) RENAE AGUILAR

Acct. No

	ITEMIZATION OF THE AMOUNT FINANCED								
•	\$10,075.00	nount Given to You Directly		nt Paid on Your Account \$ 5,753.89	Prepaid Finance Charge \$				
Amounts Pa	aid to Others on Your Behalf:	(If an amount is marked with	an aste	risk (*) we will be retaining a	portion of the amount.)				
\$	725.00 To FROST GAP		\$	20.50 To RECORDING F	EES				
•	416.64 To Capital One		\$	897.49 To Capital One	/ Walmart				
ě	494.34 To Credit One		S	579.68 To Merrick					
ė	329.17 To Target		S	281.92 To Amazon					
•	To		5	To					
	To		S	To					
Š	To		S	То					
		LOAN AGREE	MENT						

In this Loan Agreement ("Agreement") all references to "Credit Union," "we," "our," or "us," mean the Credit Union whose name appears above and anyone to whom the Credit Union assigns or transfers this Agreement. All references to "you," or "your" mean each person who signs this Agreement as a borrower.

\$10,075,00 to the Credit Union plus interest on the unpaid balance until what you owe 1. PROMISE TO PAY - You promise to pay \$ has been repaid. For fixed rate loans the interest rate is 7.250% % per year.

## Collection Costs:

You agree to pay all costs of collecting the amount you owe under this Agreement, including court costs and reasonable attorney fees.

- 2. PAYMENTS You promise to make payments of the amount and at the time shown in the Truth in Lending Disclosure. You may prepay any amount without penalty. If you prepay any part of what you owe, you are still required to make the regularly scheduled payments, unless we have payment to a change in the payment schedule. Because this agreed to a change in the payment schedule. Because this is a simple interest loan, if you do not make payments exactly as scheduled, your final payment may be more or less than the amount of the final payment that is disclosed. If you elect credit insurance, we will either include the premium in your payments or extend the term of your loan. If the term is extended you will be required to make If the term is extended, you will be required to make additional payments of the scheduled amount, until what you owe has been paid. You promise to make all payments to the place we choose. If this loan refinances another loan we have with you, the other loan will be canceled and refinanced as of the date of this loan. Unless otherwise required by law payments will be applied to amounts owed. required by law, payments will be applied to amounts owed in the manner we choose.
- 3. LOAN PROCEEDS BY MAIL If the proceeds of this loan are mailed to you, interest on this loan begins on the date the loan proceeds are mailed to you.
- SECURITY FOR LOAN This Agreement is secured by all property described in the "Security" section of the Truth in property described in the "Security" section of the Truth in Lending Disclosure. Property securing other loans you have with us also secures this loan, unless the property is a dwelling. A dwelling secures this loan only if it is described in the "Security" section of the Truth in Lending Disclosure for this loan. In addition to your pledge of shares, we may also have what is known as a statutory lien on all individual and joint accounts you have with us. A statutory lien means we have the right under federal law and many state laws to claim an interest in your accounts. We can enforce a statutory lien against your shares and dividends, and if any, interest and deposits, in all individual and joint accounts you have with us to satisfy any outstanding financial obligation that is due and payable to us. We may exercise our right to enforce this lien without further notice to you, to the extent permitted by law. to you, to the extent permitted by law.

For all borrowers: You pledge as security for this loan all shares and dividends and, if any, all deposits and interest in all joint and individual accounts you have with the credit union now and in the future. The statutory lien and/or your pledge will allow us to apply the funds in your account(s) to

- what you owe when you are in default. The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security.
- 5. DEFAULT The following paragraph applies to borrowers in Colorado, D.C., Massachusetts, Missouri, Nebraska and West Virginia: You will be in default under this Agreement if you do not make a payment of the amount required on or If you do not make a payment of the amount required on or before the date it is due. You will be in default if you break any promise you made in connection with this loan or if anyone is in default under any security agreement made in connection with this Agreement. You will be in default if you die, file for bankruptcy, become insolvent (that is, unable to pay your bills and loans as they become due), or if you made any false or misleading statements in your loan if you made any false or misleading statements in your loan application. You will also be in default if something happens that we believe may seriously affect your ability to repay what you owe under this Agreement or if you are in default under any other loan agreement you have with us.

The following paragraph applies to borrowers in Kansas and Maine and to South Carolina borrowers of state chartered credit unions in South Carolina: You will be in default if you do not make a payment of the amount required when it is due. You will also be in default if we believe your ability to pay or perform your obligations under this Agreement is significantly impaired. And, you will be in default if the value of any property given as security for this Agreement is significantly reduced.

ACTIONS AFTER DEFAULT - When you are in default and after expiration of any right you have under applicable state law to cure your default, we can require immediate payment of the entire unpaid balance under this Agreement and enforce any security interest you have given us. If we demand immediate payment, you will continue to pay interest at the rate provided for in this Agreement, until what you owe has been repaid. We will also apply against what you owe any shares and/or deposits given as security under this Agreement. We may also exercise any other rights given by law when you are in default. Credit Union Electro Savings Credit Union Borrower(s) RENAE AGUILAR 3 of 6 Loan No.

# Acct. No.

### LOAN AGREEMENT (continued)

- 7. EACH PERSON RESPONSIBLE Each person who signs this Agreement will be individually and jointly responsible for paying the entire amount owed under this Agreement. This means we can enforce our rights against any one of you individually or against all of you together.
- 8. LATE CHARGE If you are late in making a payment, you agree to pay the late charge shown in the Truth in Lending Disclosure. If no late charge is shown, you will not be charged one.
- 9. DELAY IN ENFORCING RIGHTS We can delay enforcing any of our rights under this Agreement any number of times without losing the ability to exercise our rights later. We can enforce this Agreement against your heirs or legal representatives.
- CONTINUED EFFECTIVENESS If any part of this Agreement is determined by a court to be unenforceable, the rest will remain in effect.
- 11. NOTICES Notices will be sent to you at the most recent address you have given us in writing. Notice to any one of you will be notice to all.
- 12. USE OF ACCOUNT You promise to use your account for consumer (personal, family or household) purposes, unless the credit union gives you written permission to use the account also for agricultural or commercial purposes, or to purchase real estate.
  - 13. OTHER PROVISIONS -

Credit Union Electro Savings Credit Union Borrower(s) RENAE AGUILAR

Loan No.

Acct. No.

## SECURITY AGREEMENT

In this Agreement all references to "credit union," "we," "our" or "us" mean the credit union whose name appears on this document and anyone to whom the credit union assigns or transfers this Agreement. All references to the "Loan" mean the loan described in the Loan Agreement that is part of this document. All references to "you," or "your" mean any person who signs this Agreement.

1. THE SECURITY FOR THE LOAN - You give us what is known as a security interest in the property described in the "Security" section of the Truth in Lending Disclosure that is part of this document ("the Property"). The security interest you give includes all accessions. Accessions are things which are attached to or installed in the Property now or in the future. The security interest also includes any replacements for the Property which you buy within 10 days of the Loan and any extensions, renewals or refinancings of the Loan. It also includes any money you receive from selling the Property or from insurance you have on the Property. If the value of the Property declines, you promise to give us more property as security if asked to do so.

2. WHAT THE SECURITY INTEREST COVERS/CROSS COLLATERAL PROVISIONS - The security interest secures the Loan. If the Property is not a dwelling, the security interest also secures any other loans including any credit card loan, you have now or receive in the future from us and any other amounts you owe us for any reason now or in the future, except any loan secured by your principal residence. If the Property is household goods as defined by the Federal Trade Commission Credit Practices Rule or your principal residence, the Property will secure only this Loan and not other loans or amounts you owe us.

3. OWNERSHIP OF THE PROPERTY - You promise that you

the Property will secure only this Loan and not other loans or amounts you owe us.

3. OWNERSHIP OF THE PROPERTY - You promise that you own the Property or, if this Loan is to buy the Property, you promise you will use the Loan proceeds for that purpose. You promise that no one else has any interest in or claim against the Property that you have not already told us about. You promise not to sell or lease the Property or to use it as security for a loan with another creditor until the Loan is repaid. You promise you will allow no other security interest or lien to attach to the Property either by your actions or by operation of law.

for a loan with another creditor until the Loan is repaid. You promise you will allow no other security interest or lien to attach to the Property either by your actions or by operation of law.

4. PROTECTING THE SECURITY INTEREST - If your state issues a title for the Property, you promise to have our security interest shown on the title. We may have to file what is called a financing statement to protect our security interest from the claims of others. You irrevocably authorize us to execute (on your behalf), if applicable, and file one or more financing, continuation or amendment statements pursuant to the Uniform Commercial Code (UCC) in form satisfactory to us. You promise to do whatever else we think is necessary to protect our security interest in the Property. You also promise to pay all costs, including but not limited to any attorney fees, we incur in protecting our security interest and rights in the Property to the extent permitted by applicable law.

5. USE OF PROPERTY - Until the Loan has been paid off, you promise you will: (1) Use the Property carefully and keep it in good repair. (2) Obtain our written permission before making major changes to the Property or changing the address where the Property is kept. (3) Inform us in writing before changing your address. (4) Allow us to inspect the Property. (5) Promptly notify us if the Property is damaged, stolen or abused. (6) Not use the Property for any unlawful purpose. (7) Not retitle Property in another state without telling us.

6. PROPERTY INSURANCE, TAXES AND FEES - You promise to pay all taxes and fees (like registration fees) due on the Property and to keep the Property insured against loss and damage. The amount and coverage of the property insurance must be acceptable to us. You may provide the property insurance through a policy you aget and pay for, You promise to make the insurance settlement to repair the Property or apply it to wards what you owne. You authorize us to endorse any draft or check which may be payable to you in order for

determining whether you and other borrowers have complied with the insurance requirements of our loan agreements or may engage others to do so. The insurance charge added to the Loan may include (1) the insurance company's payments to us and (2) the cost of determining compliance with the insurance requirements. If we add amounts for taxes, fees or insurance to the unpaid balance of the Loan, we may increase your payments to pay the amount added within the term of the Insurance or term of the Loan.

7. INSURANCE NOTICE - If you do not purchase the required property insurance, the insurance we may purchase and charge you for will cover only our interest in the Property. The premium for this insurance may be higher because the insurance company may have given us the right to purchase insurance after uninsured collateral is lost or damaged. The insurance after uninsured collateral is lost or damaged. The insurance after uninsured collateral is lost or damaged. The insurance will not be liability insurance and will not satisfy any state financial responsibility or no fault laws.

8. DEFAULT - You will be in default if you break any promise you make or fail to perform any obligation you have under this Agreement. You will be in default if any property you have under a forfeiture or similar law, or if anything else happens that significantly affects the value of the property or our security interest in it. You will also be in default under this Agreement if the Loan is in default, we may require immediate payment of the outstanding balance of the Loan without giving you advance notice and take possession of the Property, You agree the Credit Union has the right to take possession of the Property without judicial process if this can be done without breach of the peace. If we ask, you promise to deliver the Property without judicial process if this can be done without property or that is attached to the Property. We will try to return that property to you or make it available for you to claim. After we have possession

Agreement is determined by a court to be unenforceable, the rest will remain in effect.

The following notice applies ONLY when the box at left is marked.

12. NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREINDER DEBTOR HEREUNDER

13. OTHER PROVISIONS -

Missouri Department of Revenue PO Box 3355 Jefferson City, MO 65105-3355

Electro Savings Credit Union 1805 Craigshire Driv St Louis, MO 63146

#### **Record Lookup Results**

Year Make VIN/HIN 2013 DODG 1C3CDFBA7DD342722

#### **Notice Of Lien-DB2**

#### **Owner Information**

Owner's Name Aguilar renae Street Address 3858 Fairview

City St Louis

State MO

Zip Code 63116

### **Vehicle Information**

Year 2013

Make DODG

VIN/HIN 1C3CDFBA7DD342722

Vehicle Type Passenger Vehicle

Control Number 508041IU

**Previous Title Number** 

Purchase Date 2016-02-24 Receipt Date 2016-02-25

#### **Lienholder Information**

Lien Date 2016-02-24

Lienholder Name Electro Savings Cred

Street Address 1805 Craigshire

City St Louis

State MO

Zip Code 63146

## Title Record

### **Owner Information**

Owner's Name AGUILAR RENAE TOD AGUILAR LUIS

Street Address 3547 ITASKA ST

City SAINT LOUIS

State MO

Zip Code 63111

County ST. LOUIS CITY

#### **Vehicle Information**

Year 2013

Make DODG

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**6\Q\n\oldot0** 1C3CDFBA7DD342722

Title Number UGC03491
Title Issue Date 5/2/2022

Vehicle Type Passenger Vehicle

Title Type Original

Horsepower 20

Cylinders

Odometer 39862

Odometer Code New certificate of title, but no transfer.

Brand

Purchase Date 2/24/2016

Lienholder Information

#### First Lienholder

Lien Date 4/11/2022 Second Lienholder

Lienholder Name ELECTRO Lien Date 0/0/0 SAVINGS CU Lienholder Name STFA

1805 CRAIGSHIRE Street Address

Street Address RD City
City SAINT LOUIS State

City SAINT LOUIS State
State MO Zip Code

Zip Code 63146

Print Record